

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
 FORT BEND COUNTY AND HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS
 REGIONAL REVOLVING LOAN PROGRAM**

This **Interlocal Agreement** is made by and between **Fort Bend County** (“County”), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and the **Houston-Galveston Area Council of Governments** (“HGAC”), a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; each eligible contracting entities under the Texas Interlocal Cooperation Act.

WHEREAS, the **Interlocal Cooperation Act, Chapter 791** of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services; and

WHEREAS, **County** and **HGAC** enter into this Agreement in order to promote local economic development and to stimulate business and commercial activity, governmental functions in which both parties are mutually interested; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement and agree that cooperation between them is in the public interest.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, **County** and **H-GAC** agree to the terms and conditions stated in this Amendment.

I. Scope of Service

- A. H-GAC will develop and administer a \$2,000,000 Regional Revolving Loan Program (“Loan Program”) on behalf of County to mitigate some of the financial impact to qualifying small businesses due to the COVID-19 pandemic within the County’s local government jurisdiction and service area in accordance with Exhibit A to this Agreement. The \$2,000,000 amount may be increased by written and executed Amendment to this Agreement. The initial amount shall be released by County to HGAC upon execution of this Agreement.
- B. Funds are to be disbursed to qualifying small businesses through the Loan Program in an amount not to exceed \$1,000,000, per qualifying small business that, among other criteria, has been financially impacted by the COVID-19 Public Health Disaster and/or

will contribute to the economic recovery of a community that has been impacted by COVID-19.

- C. HGAC shall advise all Loan Program Applicants that the County's Small Business Emergency Grant Consultant is available to provide general advice on the application process/ preparation as well as assistance with the development of business plans, company and financial statements. Businesses may voluntarily use this service to improve the strength of their applications. Businesses are not required to use the consultant and applications will not be delayed pending consultant review. Costs for Service from the County's Consultant pursuant to this Section will be paid entirely by County and outside of this Agreement with HGAC.
- D. H-GAC agrees to use Loan Program funds only in accordance with this Agreement. Though all funds provided by County to fully capitalize the Loan Program are local funds, the Loan Program objectives are consistent with the American Rescue Plan Act (ARPA). Therefore, HGAC agrees as a contractual obligation to operate the Loan Program in accordance with, 31 CFR Part 35 (incorporated and attached as Exhibit "B"). In the event of any discrepancies between this Agreement and 31 CFR Part 35, this Agreement and any of its amendments will prevail with regard to the conflict. H-GAC's compliance with this Agreement shall be monitored by the County's State and Loan Fiscal Recovery Fund (SLFR) Consultant. H-GAC shall provide County's SLFR Consultant (with copy to the County Auditor) a quarterly report which includes success meeting Loan Program objectives to include metrics demonstrating the grants and progress of repayment (see Exhibit "C" - Fort Bend RLF Quarterly Activity Report).

II. Term and Termination

- A. This Agreement is effective as of the date executed by both Parties and shall continue through December 31, 2028, unless sooner terminated as provided for in Section III.
- B. Prior to the expiration of the Agreement, County will reevaluate the program for a determination of continuation. Any extension of the Agreement must be by written and executed Amendment, at least 60 days prior to the termination or expiration of this Agreement, unless the Parties agree to a shorter notice period.
- C. If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any of the terms, agreements or stipulations of this Agreement or otherwise discontinues the Loan Program during the term of this Agreement, either party shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within 14 day cure period. Time to cure may be extended by written agreement executed by both parties.
- D. In the event of non-renewal or termination, H-GAC shall promptly repay to the County the full amount of the remaining Loan Program Funds, as well as any interest income funds and Loan Program funds disbursed without documentation that Service was provided in accordance with this Agreement. HGAC shall also provide a complete

accounting of all Funds as well as all documents, files, records and data related to the program. County will then be responsible for loan recipient support and service.

III. Severability

In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

IV. Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the performing party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. In the event of force majeure, the affected Party must provide the other Party written notice of force majeure and the estimated impact to performance of this Agreement.

V. Compensation

- A. For management and coordination of the Loan Program, H-GAC shall receive 12% of each grant award during the Term of this Agreement as compensation, due and payable to H-GAC upon transfer or draw down of Loan Program Funds from County to H-GAC. The 12% per grant award is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to Services provided under this Agreement.
- B. The minimum 2.5% interest rate attached to borrower loans will be used to fund Program Expenses, such as bank, legal and professional fees not chargeable to the borrower, loan-loss reserves, and documented H-GAC administrative costs associated with ongoing loan recipient support and service.
- C. The 12% per grant award and minimum 2.5% interest rate payable to HGAC are all-inclusive amounts; no additional fee, cost or reimbursed expense shall be added whatsoever to Services provided under this Agreement except as stated herein.
- D. As required by the Interlocal Cooperation Act Section 791.011 (e) and (d) (3), the Parties agree that the amount stated above is fair compensation for services or functions performed under the contract and that any funds required of a party for performance of governmental functions or services will make those payments from current revenues available to the Party.

VI. Relationship of Parties

- A. In the performance of work or services hereunder, H-GAC shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Neither Party and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of the other and shall not be entitled to any of the privileges or benefits of the other Party's employment.

VII. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.

To County:

Fort Bend County
ATTN: County Judge
401 Jackson, 1st Floor
Richmond, Texas 77469

To H-GAC:

H-GAC
Attn: Chuck Wemple
3555 Timmons Lane, Suite 120
Houston, Texas 77027

- B. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VIII. Insurance

- A. H-GAC shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of H-GAC, name of insurance company, policy number, term of coverage and limits of coverage. H-GAC shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. H-GAC shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact

business in the State of Texas, and shall obtain such insurance of the following types and minimum limits: Crime Insurance with Policy Limit of not less than \$250,000. Policy shall include coverage for Employee Theft, Computer Crime, Forgery or Alteration, Funds Transfer Fraud, Personal Accounts Forgery or Alteration, Identity Fraud Expense Reimbursement, Money Orders and Counterfeit Money and Social Engineering Fraud.

- B. If required coverage is written on a claims-made basis HGAC warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

IX. Indemnification

To the extent allowed by law H-GAC agrees to promptly defend, indemnify and hold County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of H-GAC's agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Similarly and to the extent allowed by law, Fort Bend County agrees to promptly defend, indemnify and hold H-GAC harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the County's agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

X. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

XI. Records

Both Parties shall maintain all records pertinent to this Agreement, and all other financial, programmatic, statistical, property, and supporting documentation for a period of no less than five (5) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action

and resolution of all issues which arise from it, or until the end of the five (5) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

XII. Subcontracting

H-GAC shall verify that each subcontractor it retains to perform Services pursuant to this Agreement will perform work that serves a public purpose. If H-GAC uses subcontractors, H-GAC shall apply the terms and conditions indicated in this Agreement and the Scope of Services to Subcontract work. H-GAC shall at all times be responsible for the performance of its subcontractors. No term or agreement of H-GAC's agreement with any Subcontractor shall alter the terms and conditions of this Agreement. H-GAC shall remain responsible for the work of its subcontractors. This provision does not apply to the banking institutions and government-guaranteed loan program identified in Exhibit A.

XIII. Miscellaneous Provisions

- A. Both Parties agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.
- B. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. Human Trafficking BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAW.
- G. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

1. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
2. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
3. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
4. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

XIV. Execution: This executed instrument is understood and intended to be the final expression of the Parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

DocuSigned by:
KP George
F546687DD2BD423...
KP George, County Judge

H-GAC

DocuSigned by:
Chuck Wemple
82EC270D5D61423...
Chuck Wemple
Executive Director

2/25/2022

Date



2/24/2022

DATE

ATTEST:

DocuSigned by:
Laura Richard
856D5A4BE90F447...
Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount sufficient to accomplish and pay the obligations of Fort Bend County under this Service Agreement.

DocuSigned by:
Ed Sturdivant
A23E8009D650426...
Ed Sturdivant, Fort Bend County Auditor

EXHIBIT "A" – PROGRAM SCOPE OF SERVICES

EXHIBIT B: 31 CFR Part 35

EXHIBIT C FORT BEND RLF QUARTERLY ACTIVITY REPORT

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EXHIBIT "A"

PROGRAM SCOPE OF SERVICES

EXHIBIT "A" – PROGRAM SCOPE OF SERVICES

- 1) Program Overview: The Houston-Galveston Area Council ("H-GAC") will develop and administer, the Regional Revolving Loan Program ("Loan Program") to mitigate some of the financial impact to qualifying small businesses due to the COVID-19 pandemic within the local government's jurisdiction and service area. The Loan Program will offer fixed interest loans of no lower than 2.5% or the market interest rate at the time of the loan to small businesses ("Borrower") to (1) provide direct grants up to \$50,000 to cover such as costs of working capital, payroll, accounts payable, rent, mortgages, etc.; or (2) provide up to 75% of a business' equity injection (up to \$1,000,000) for bank loans through conventional financing or through SBA, USDA and other government-guaranteed lending programs. The Loan Program is designed to be nimble and responsive in order to provide financial support as businesses work towards recovery, resiliency and/ or growth while still combating the challenges presented by the COVID-19 crisis.
- 2) The Loan Program: 20% of the funding from County will be allocated for direct grants of up to \$50,000 and 80% of the funding will be allocated for microloans up to \$50,000 and equity loans up to \$1,000,000. For equity loans, the Borrower must contribute at least 25% of their required equity injection and the Loan Program will provide the difference up to \$1,000,000; while the remaining funds for the project will come from banking partners and/or government guaranteed loan programs. Microloans do not require an equity injection.
- 3) Businesses which received grant funds through other Fort Bend County programs will be eligible to receive funds through this Loan Program.

County may adjust the 20% direct grant and 80% loan allocation by way of amendment to this agreement. Similarly, the County may adjust the maximum thresholds of \$50,000 for direct grants, \$50,000 for microloans and \$1,000,000 for equity loans by way of amendment to this agreement.

- A. Direct Grants: H-GAC staff will gather applications and supporting documentation from applicants and award grants to eligible businesses:
 - i. Program Allocation: The total sum allocated to fund Borrower Direct Grants is no more than 20% of the total funding that the County contributes to the Loan Program, unless revised by amendment.
 - ii. Basic Terms: Direct Grants will (i) not exceed \$50,000 (unless revised by amendment), (ii) require Borrowers to pay for eligible expenses in an amount no less than the grant and submit appropriate documentation of such eligible expenditures and proof of payments, as requested.
- B. Microloans and Equity Loans - Program Allocation: The total sum allocated to fund Borrower Microloans and Equity Loans is no more than 80% of the total

funding that the County contributes to the Loan Program, unless revised by amendment.

i. Microloans

1. Basic Loan Terms: Microloans will (i) not exceed \$50,000 (unless revised by amendment), (ii) do not require an equity injection (iii) maintain a fixed interest rate for the full term of the loan of no lower than 2.5% or the market interest rate at the time of the loan to small business, except in cases of default by the loan recipient (hereinafter, the "Borrower"), (iv) extend for a five-year term, (v) require Borrowers to pay for eligible expenses in an amount no less than the loan and submit documentation of such expenditures and proof of payments, as requested.
2. Borrower Payments: Each Borrower will be required, following a three (3) month grace period to begin making monthly payments (the "Borrower Payments") equal to 1/60th of its Loan until the end of its Loan term. Borrower Payments will be made directly to H-GAC.

ii. Equity Loans

1. H-GAC staff will partner with banking institutions and government-guaranteed loan programs to provide up to 75% of a borrower's required equity injection in order to obtain the bank or government loan. The borrower will also be responsible for contributing the remaining amount of the required equity injection. The bank and/or government loan program will contribute the remaining funds to cover the project costs. Basic Loan Terms: Equity Loans will (i) not exceed \$1,000,000 (unless revised by amendment), (ii) maintain a fixed interest rate for the full term of the loan of no lower than 2.5% or the market interest rate at the time of the loan to small business, whichever is higher, except in cases of default by the Borrower (iii) extend for up to 10 years, (iv) require Borrowers to pay for eligible expenses in an amount no less than the loan and submit documentation of such payments, as requested. Borrower Payments: Each Borrower will be required, following a three (3) month grace period to begin making equal monthly payments (the "Borrower Payments") equal to 1/120th of its Loan until the end of its Loan term. Borrower Payments will be made directly to H-GAC.

C. Lending Criteria: Applicants must satisfy certain criteria, defined below, in order to qualify for Program funds. The criteria below apply to both direct grants and loans unless otherwise stated.

- i. Location: Borrower's office headquarters or its office conducting the majority of its business operations must be located within the jurisdiction and service area of the County.

- ii. Taxes: If applicable, taxes to County and state of Texas, including the Franchise Tax Board, must be current and in good standing. Borrower must not have any outstanding Internal Revenue Service tax liens or any other judgments against it.
- iii. Legitimate Business: Must be a legally formed business in good standing with the Internal Revenue Service and the Texas Comptroller of Public Accounts.
- iv. Eligible Business/ Business Type: An Eligible Business is defined as a business that was meaningfully impacted by the COVID-19 pandemic; or a new business that will contribute to the economic recovery of the County's jurisdiction; and/ or a type not prohibited from participation pursuant to criteria determined by the County (i.e. no businesses engaged in activities of a prurient sexual nature). To promote program equity and awareness, Loan Program staff will make a specific effort to inform minority-and-women-owned businesses about the benefits and opportunities of the Loan Program.
- v. Impact
 1. Borrower must demonstrate that their business was impacted by the COVID-19 pandemic or a business that will contribute to the economic recovery of Fort Bend County. A business that was required to close or whose operations were affected as a result of orders by governmental restrictions issued due to the pandemic shall be deemed impacted.
 2. Businesses not required to close; whose operations were not affected by the order; and start-up businesses; must provide a narrative of how the pandemic impacted their business or how they will use loan funds to insulate themselves from the effects of the pandemic; prepare for future disasters/ emergencies; and contribute to the economic recovery of the County's jurisdiction.
- vi. Small Business: As the Program is intended to benefit small businesses, Borrowers must meet the small business size standard as regulated by the Small Business Administration via its 504 loan program. A small business will be considered small if it has a tangible net worth not exceeding \$15 million and an average net income of less than \$5 million over the past two years.
- vii. Underwriting
 1. Direct Grants and Microloans: will be reviewed by H-GAC staff and approved by the H-GAC loan committee and Fort Bend County as per H-GAC guidelines.
 2. Equity Loans: Banks and government loan programs must perform prudent lending practices and meet strict lending standards via federal regulators and legislation. To avoid

duplication, redundancy and promote more expedient loan funding, H-GAC will accept partner bank and government loan program staff underwriting and loan approval decisions as the sole and final underwriting decision for receiving an equity loan from H-GAC. H-GAC reserves the right to review any bank approved loan for eligibility, legality, appropriateness, etc. and may opt to deny an equity loan if any issues are discovered.

- viii. Lien Position: H-GAC will require a Blanket UCC on a Borrower's assets and take a subordinate lien position behind the banking partner and/or government loan program.
 - ix. vii. Insurance: Borrower will also be required to carry and maintain insurance in the types and amounts specified by the County. At a minimum, for working capital only loans and loans for equipment, borrowers must maintain Business Personal Property insurance. For commercial real estate loans, borrowers must maintain Property Insurance.
- 4) Roles and Obligations: Each Party agrees to adhere to the roles and obligations below to accomplish the goals of the Program:
- A. Marketing: H-GAC will design and promote the Program to small business owners within the County's jurisdiction and service area. With its consent, H-GAC may market the Loan Program under the name of agency programs in order to take advantage of their name recognition. All flyers, advertisements, press releases, or other marketing communication material must be approved by Fort Bend County prior to release by H-GAC. The rights and obligations of H-GAC to design and market the Program are not exclusive H-GAC shall seek input from County staff to maximize awareness and marketability of the Loan Program.
 - B. Intake: H-GAC agrees to design and utilize an application process that is easy to complete and accessible to the maximum number of potential small business owners. H-GAC will screen applications to determine business eligibility for the Loan Program.
 - C. Loan Funding: For Microloans and Direct Grants, H-GAC will fund after the H-GAC Loan Committee approves the funding offer. For Equity Loans, H-GAC will fund loans after the bank approves and funds its loan offer and provides documentation of its approval and evidence of funding to H-GAC.
 - D. Compliance: H-GAC will gather data and documentation regarding Borrowers' business expenses and operations to ensure Program compliance, pursuant to the following:
 - i. Eligible Expenses: As requested, borrowers will be required to submit to H-GAC (e.g. receipts, canceled checks, ACH bank records etc.) of Eligible Expenses paid by the Borrower ("Receipts"). H-GAC will review such documentation, to determine whether it evidences on its face

payment by Borrower of Eligible Expenses; however, H-GAC will not be required to authenticate or confirm/audit its validity.

- ii. Business Operations: Borrowers are required to (i) be operating within the I County's jurisdiction and service area, (ii) avoid any transfer (including a series of smaller transfers producing the same result) of either a majority (>50%) equity interest or any transfers of ownership in any asset pledged as collateral for the Loan throughout the Loan Term without H-GAC approval. Borrowers will also be required to certify to the number of people employed (both prior to and 2 years after receiving the Loan).
 - iii. Non-Compliance/ Default: H-GAC shall report all Borrowers who have been non-compliant or are in default with their loan requirement for more than 90 days to the Fort Bend County Auditor. H-GAC is not authorized to perform collection services or file legal action on behalf of Fort Bend County. Only the County will how to proceed on defaulted loans, including whether to file action. H-GAC's further responsibility for the loan ends once the County has been notified of the default and HGAC has tendered all records for and documents for the file to County. HGAC still retains any contractual duties for the file incurred prior to notification to County of the default.
- E. Reporting and Monitoring: H-GAC will collect critical information about the borrower, their loan performance, and other important data to satisfy reporting criteria as identified by County. . H-GAC will share data, reports, success stories and testimonials with the County in accordance with the requirements of this Agreements and as requested by County or their Consultants. H-GAC will be responsible for providing documents, reports, and other information to program regulators and auditors when required.
- F. Close-Out: Upon satisfaction of the terms of a Borrower's Loan, H-GAC will release any collateral pledged by Borrower.

EXHIBIT B

31 CFR PART 35

Exhibit B

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

Exhibit C

the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

EXHIBIT C:

FORT BEND RLF QUARTERLY ACTIVITY REPORT

Exhibit "C" - Fort Bend RLF Quarterly Activity Report				
Reporting Quarter			Q2	
Funding Status				
Description	Grant - RLF	Equity - RLF	Administrative Expenses	
Total Fund Authorized	400,000.00	1,360,000.00	240,000.00	
Funds Disbursed till date	-	-	-	
Available Balance to Spend	400,000.00	1,360,000.00	240,000.00	
Grant Status				
Description	Number	Amount		
Grant Applications Received				
Grants Approved				
Grants Denied				
Total Grant Funds Awarded				
Median Size of Grants Issued \$XXXXX				
RLF Loan Status				
Description	Number	Amount		
Loan Applications Received				
Loans Approved				
Loans Withdrawn after Approval				
Loans Denied				
Total Loans Funds Awarded				
Median Size of Loans Issued \$XXXXX				
Loan Portfolio Summary: Portfolio Status				
Description	Number	RLF Loaned	Principal Outstanding	Loan Losses
Current Loan				
Loans In Default				
Delinquent Loans				
Total Active Loans				
Written Off Loans				
Fully Repaid Loans				
Total Loans				